

REMARKS

In the Office Action, claims 1-9, 11-16, 19-24 and 30-37 were rejected. Claims 10, 17, 18, 25-29 and 38-54 were previously canceled. By the present Response, Applicants add new claims 55-57 and amend claims 1, 19 and 30 to expedite allowance of the present application. These amendments do not add any new matter. Upon entry of the amendments, claims 1-9, 11-16, 19-24, 30-37, and 55-57 will be pending in the present patent application. Reconsideration and allowance of all pending claims are requested.

Rejections Under 35 U.S.C. § 103

In the Office Action, the Examiner rejected claims 1-4, 6, 11, 13, 15, 19, 21, and 30-34 under 35 U.S.C. § 103(a) as being unpatentable over Langseth et al., U.S. Patent 6,694,316 B1, (hereinafter referred to as “Langseth”) in view of Jack Windsor Lewis, “Studies in General and English Phonetics” (hereinafter referred to as “Lewis”) and further in view of Arganbright et al., U.S. Patent 6,980,962 B1 (hereinafter referred to as “Arganbright”). The Examiner also rejected claims 5, 7, 23 and 35 under 35 U.S.C. § 103(a) as being unpatentable over Langseth in view of Lewis and further in view of Arganbright and Meissner et al., U.S. Patent 6,070,001 (hereinafter referred to as “Meissner”). The Examiner went on to reject claims 8, 9, 20 and 36 under 35 U.S.C. § 103(a) as being unpatentable over Langseth in view of Lewis and further in view of Arganbright and Schiller et al., U.S. Patent 6,442,573 B1 (hereinafter referred to as “Schiller”). The Examiner also rejected claims 14 and 22 under 35 U.S.C. § 103(a) as being unpatentable over Langseth in view of Lewis and further in view of Arganbright and Wiecha, U.S. Patent 5,870,717 (hereinafter referred to as “Wiecha”). The Examiner further rejected claim 12 under 35 U.S.C. § 103(a) as being unpatentable over Langseth in view of Lewis and further in view of Arganbright and Official Notice. Finally, the Examiner rejected claims 16, 24 and 37 under 35 U.S.C. § 103(a) as being unpatentable over Langseth in view of Lewis and further in view of Arganbright and Wallman, U.S.

Patent 6,338,047 B1 (hereinafter referred to as “Wallman”). Applicants respectfully traverse these rejections.

Legal Precedent and Guidelines

The burden of establishing a *prima facie* case of obviousness falls on the Examiner. *Ex parte Wolters and Kuypers*, 214 U.S.P.Q. 735 (PTO Bd. App. 1979). Obviousness cannot be established by combining the teachings of the prior art to produce the claimed invention absent some teaching or suggestion supporting the combination. *ACS Hospital Systems, Inc. v. Montefiore Hospital*, 732 F.2d 1572, 1577, 221 U.S.P.Q. 929, 933 (Fed. Cir. 1984). Accordingly, to establish a *prima facie* case, the Examiner must not only show that the combination includes *all* of the claimed elements, but also a convincing line of reason as to why one of ordinary skill in the art would have found the claimed invention to have been obvious in light of the teachings of the references. *Ex parte Clapp*, 227 U.S.P.Q. 972 (B.P.A.I. 1985).

Independent Claims 1, 19 and 30

Turning to the claims, amended independent claims 1, 19 and 30 recite, in generally similar language, a system or computer program wherein a customer can create a standing order of a customer specified duration beginning on a customer specified date for a customer specified frequency of delivery to a specified customer location “wherein the specified duration, specified date, and frequency of delivery are specified by the customer at the time of order creation.”

The Office Action does not address this element of the amended independent claims. Further, it does not appear that the cited references teach or suggest a system or program where the customer specifies the duration of the standing order at the time the order is created. For instance, Langseth states that a user may terminate a subscription after placing an order. *See* Langseth, column 26, lines 44-47. In the Langseth example,

the cancellation of the subscription occurs during the monthly billing cycle for the service that had previously been ordered. *See id.* In other words, the duration of the subscription is ended by a user cancellation that occurs at a time after the user ordered the subscription. Further, it does not appear that the other cited references cure this deficiency.

In view of these deficiencies among others, the cited references, taken alone or in hypothetical combination, cannot render obvious amended independent claims 1, 19, 30 and the claims dependent thereon.

New Claims

New claims 55-57 have been added by this Response. These new claims add no new matter and are fully supported throughout the specification. In particular, support for the claims may be found in at least FIG. 9, which shows a “Shipping Address” for the standing order. Furthermore, in view of the earlier cancellation of claims 38-54, among others, no fees are believed due for the addition of claims 55-57 in this Response. These new claims are believed allowable for their dependency from an allowable independent claim, as well as by virtue of the subject matter separately recited by these dependent claims. Claims 55-57 recite a system for creating a standing order for delivery to a customer specified location that “includes a physical address of a customer facility.” Even assuming the references disclose all of the elements asserted by the Examiner in the Office Action, the primary reference merely pertains to sending information over an electronic network to a device, not delivery to a physical address of a customer facility. Accordingly, Applicants respectfully request allowance of dependent claims 55-57.

Conclusion

In view of the remarks and amendments set forth above, Applicants respectfully request allowance of the pending claims. If the Examiner believes that a telephonic interview will help speed this application toward issuance, the Examiner is invited to contact the undersigned at the telephone number listed below.

Respectfully submitted,

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/Lee Eubanks/

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